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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SAYER TECHNOLOGIES, S.L.,	:	
	:	Civil Action No. 3:23-cv-02257-MAS-TJB
Plaintiff,	:	
	:	
- v -	:	
	:	ANSWER TO FIRST AMENDED
VISCOFAN COLLAGEN USA INC.,	:	COUNTERCLAIM
f/k/a NITTA CASTINGS INC.,	:	
	:	
Defendant.	:	
	:	

Plaintiff, Sayer Technologies, S.L. ("Sayer"), by and through its counsel, The Weir Law Firm, LLC, by way of Answer to the First Amended Counterclaims of Defendant, Viscofan Collagen USA Inc., f/k/a Nitta Castings Inc. ("Viscofan") says as follows:

JURISDICTION AND VENUE

1. Admits the allegation set forth in paragraph "1" of the Amended Counterclaim.
2. Denies the allegations set forth in paragraph "2" of the Amended Counterclaim and leaves Viscofan to its proofs.
3. Admits the allegation set forth in paragraph "3" of the Amended Counterclaim.
4. Denies the allegations set forth in paragraph "4" of the Amended Counterclaim and leaves Viscofan to its proofs.

THE PARTIES

5. With respect to the allegations set forth in paragraph "5" of the Amended

Counterclaim, Sayer admits that Viscofan is located in Bridgewater, New Jersey, but except as admitted herein lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

6. With respect to the allegations set forth in paragraph "6" of the Amended Counterclaim, Sayer admits that it was advised that Viscofan acquired Nitti but except as admitted herein lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

7. Admits the allegations set forth in paragraph "7" of the Amended Counterclaim.

8. Denies the allegations set forth in paragraph "8" of the Amended Counterclaim and refers to paragraph "6" of the Complaint as and for a description of services provided by Sayer.

9. Admits the allegations set forth in paragraph "9" of the Amended Counterclaim.

GENERAL ALLEGATIONS

10. With respect to the allegations set forth in paragraph "10" of the Amended Counterclaim, Sayer admits to entering into an agreement with Nitti but on or about June 25, 2015.

11. Admits the allegations set forth in paragraph "11" of the Amended Counterclaim.

12. Admits the allegations set forth in paragraph "12" of the Amended Counterclaim.

13. Denies the allegations set forth in paragraph "13" of the Amended Counterclaim.

14. With respect to the allegations set forth in paragraph "14" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

15. With respect to the allegations set forth in paragraph "15" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the

allegations and leaves Viscofan to its proofs.

16. Denies the allegations set forth in paragraph "16" of the Amended Counterclaim.

17. With respect to the allegations set forth in paragraph "17" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

18. With respect to the allegations set forth in paragraph "18" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

19. With respect to the allegations set forth in paragraph "19" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

20. With respect to the allegations set forth in paragraph "20" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

21. With respect to the allegations set forth in paragraph "21" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

22. With respect to the allegations set forth in paragraph "22" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

23. With respect to the allegations set forth in paragraph "23" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the

allegations and leaves Viscofan to its proofs.

24. With respect to the allegations set forth in paragraph "24" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

25. With respect to the allegations set forth in paragraph "25" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

26. With respect to the allegations set forth in paragraph "26" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

27. With respect to the allegations set forth in paragraph "27" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

28. With respect to the allegations set forth in paragraph "28" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

29. With respect to the allegations set forth in paragraph "29" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

30. With respect to the allegations set forth in paragraph "30" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

31. With respect to the allegations set forth in paragraph "31" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

32. With respect to the allegations set forth in paragraph "32" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

33. With respect to the allegations set forth in paragraph "33" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

34. With respect to the allegations set forth in paragraph "34" of the Amended Counterclaim, Sayer admits that it was formed by former employees of Bildu Lan, but except as admitted herein denies the allegations and leaves Viscofan to its proofs.

35. Admits the allegations set forth in paragraph "35" of the Amended Counterclaims.

36. With respect to the allegations set forth in paragraph "36" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

37. With respect to the allegations set forth in paragraph "37" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

38. With respect to the allegations set forth in paragraph "38" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

39. Denies the allegations set forth in paragraph "39" of the Amended Counterclaims and leaves Viscofan to its proofs.

40. Denies the allegations set forth in paragraph "40" of the Amended Counterclaims and leaves Viscofan to its proofs.

41. Denies the allegations set forth in paragraph "41" of the Amended Counterclaims and leaves Viscofan to its proofs.

42. Denies the allegations set forth in paragraph "42" of the Amended Counterclaims and leaves Viscofan to its proofs.

43. Denies the allegations set forth in paragraph "43" of the Amended Counterclaims and leaves Viscofan to its proofs.

FIRST AMENDED COUNTERCLAIM

44. Sayer repeats and realleges its responses to paragraphs "1" through "43" as if fully set forth at length herein.

45. Denies the allegations set forth in paragraph "45" of the Amended Counterclaim.

46. Denies the allegations set forth in paragraph "46" of the Amended Counterclaim.

47. Denies the allegations set forth in paragraph "47" of the Amended Counterclaim.

48. Denies the allegations set forth in paragraph "48" of the Amended Counterclaim.

49. Denies the allegations set forth in paragraph "49" of the Amended Counterclaim.

50. With respect to the allegations set forth in paragraph "50" of the Amended Counterclaims, Sayer admits that Viscofan alleged the conveyor belts did not operate as it intended but denies the accuracy of the allegations.

51. Denies the allegations set forth in paragraph "51" of the Counterclaim.

52. Denies the allegations set forth in paragraph "52" of the Counterclaim.

SECOND AMENDED COUNTERCLAIM

53. Sayer repeats and realleges its responses to paragraphs "1" through "52" as if fully set forth at length herein.

54. Admits the allegations set forth in paragraph "54" of the Amended Counterclaim.

55. Denies the allegations set forth in paragraph "55" of the Amended Counterclaim.

56. Denies the allegations set forth in paragraph "56" of the Amended Counterclaim.

57. Denies the allegations set forth in paragraph "57" of the Amended Counterclaim.

58. Denies the allegations set forth in paragraph "58" of the Amended Counterclaim.

59. With respect to the allegations set forth in paragraph "59" of the Amended Counterclaim, Sayer admits that Viscofan alleged the conveyor belts did not operate as it intended but denies the accuracy of the allegations.

60. Denies the allegations set forth in paragraph "60" of the Amended Counterclaim.

61. Denies the allegations set forth in paragraph "61" of the Amended Counterclaim.

THIRD AMENDED COUNTERCLAIM

62. Sayer repeats and realleges its responses to paragraphs "1" through "61" as if fully set forth at length herein.

63. Denies the allegations set forth in paragraph "63" of the Amended Counterclaim.

64. With respect to the allegations set forth in paragraph "64" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

65. With respect to the allegations set forth in paragraph "65" of the Amended

Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

66. With respect to the allegations set forth in paragraph "66" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

67. With respect to the allegations set forth in paragraph "67" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

68. With respect to the allegations set forth in paragraph "68" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

69. With respect to the allegations set forth in paragraph "69" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

70. Denies the allegations set forth in paragraph "70" of the Amended Counterclaim.

71. Denies the allegations set forth in paragraph "71" of the Amended Counterclaim.

72. Denies the allegations set forth in paragraph "72" of the Amended Counterclaim.

73. Denies the allegations set forth in paragraph "73" of the Amended Counterclaim.

74. Denies the allegations set forth in paragraph "74" of the Amended Counterclaim.

75. Denies the allegations set forth in paragraph "75" of the Amended Counterclaim.

FOURTH AMENDED COUNTERCLAIM

76. Sayer repeats and realleges its responses to paragraphs "1" through "75" as if fully

set forth at length herein.

77. Denies the allegations set forth in paragraph "77" of the Amended Counterclaim.

78. With respect to the allegations set forth in paragraph "78" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

79. Denies the allegations set forth in paragraph "79" of the Amended Counterclaim.

80. With respect to the allegations set forth in paragraph "80" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

81. Denies the allegations set forth in paragraph "81" of the Amended Counterclaim.

82. Denies the allegations set forth in paragraph "82" of the Amended Counterclaim.

83. Denies the allegations set forth in paragraph "83" of the Amended Counterclaim.

84. Denies the allegations set forth in paragraph "84" of the Amended Counterclaim.

FIFTH AMENDED COUNTERCLAIM

85. Sayer repeats and realleges its responses to paragraphs "1" through "84" as if fully set forth at length herein.

86. With respect to the allegations set forth in paragraph "86" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

87. Denies the allegations set forth in paragraph "87" of the Amended Counterclaim.

88. With respect to the allegations set forth in paragraph "88" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the

allegations and leaves Viscofan to its proofs.

89. Denies the allegations set forth in paragraph "89" of the Amended Counterclaim.

90. Denies the allegations set forth in paragraph "90" of the Amended Counterclaim.

91. Denies the allegations set forth in paragraph "91" of the Amended Counterclaim.

92. Denies the allegations set forth in paragraph "92" of the Amended Counterclaim.

SIXTH AMENDED COUNTERCLAIM

(improperly identified as the second "Fifth" Counterclaim)

93. Sayer repeats and realleges its responses to paragraphs "1" through "92" as if fully set forth at length herein.

94. With respect to the allegations set forth in paragraph "94" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

95. With respect to the allegations set forth in paragraph "95" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

96. With respect to the allegations set forth in paragraph "96" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

97. With respect to the allegations set forth in paragraph "97" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

98. With respect to the allegations set forth in paragraph "98" of the Amended

Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

99. With respect to the allegations set forth in paragraph "99" of the Amended Counterclaim, Sayer lacks knowledge or information sufficient to form a belief as to the truth of the allegations and leaves Viscofan to its proofs.

100. With respect to the allegations set forth in paragraph "100" of the Amended Counterclaim, Sayer admits that Sayer was formed by former employees of Bildu-Lan, but except as admitted herein denies the allegations and leaves Viscofan to its proofs.

101. Denies the allegations set forth in paragraph "101" of the Amended Counterclaim.

102. Denies the allegations set forth in paragraph "102" of the Amended Counterclaim.

RESPONSE TO PRAYER FOR RELIEF

Sayer denies that Viscofan is entitled to any relief with respect to its Amended Counterclaims.

AFFIRMATIVE DEFENSES

1. The Counterclaims fail to state a cause of action upon which relief may be granted.
2. This Court lacks subject matter jurisdiction over the Counterclaims as the Technology and Trade Cooperation Agreement establishes the Courts in Pamplana, Spain as having exclusive jurisdiction.
3. The Counterclaims are barred by the doctrine of unclean hands
4. Any damage or loss allegedly sustained by Viscofan was the result of the negligence and bad faith on the part of Viscofan and/or parties over whom Sayer has no control.
5. The Counterclaim is partially barred by the Statute of Limitations.

6. Sayer breached no warranties.
7. Viscofan's claims are barred under the doctrines of laches, waiver and estoppel.
8. Viscofan failed to mitigate any alleged damages.
9. Viscofan's claims are barred by the doctrines of collateral estoppel and res judicata.

Dated: July 25, 2023

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By: /s/ Bonnie M. Weir
Bonnie M. Weir